

AGREEMENT FOR PENSION PLAN CONSULTING AND/OR ADMINISTRATION SERVICES

This Agreement, commencing _____, __/__/__, is entered into between David K. Young, (DKY), the retirement plan known as _____ Plan (herein known as **¶The Plan@**), and _____ The Employer (herein known as **¶Employer@**).

The following conditions are agreeable to both parties. DKY is synonymous with David K. Young; David K. Young, Consulting; David K. Young, MPA, CEBS; and David K. Young, T.P.A.

GENERAL PROVISIONS

DKY GENERAL RESPONSIBILITIES: DKY will consult and/or provide administration services for the following Plan(s) that has been adopted by the Employer for the exclusive benefit of the employees who qualify to participate in the Plan(s), said Plan(s) being more specifically described as:

- A. _____ Defined Contribution (Money-Purchase) Pension Plan
- B. _____ Defined Contribution Profit Sharing Plan
- C. _____ Defined Contribution, Section 401(k) Profit Sharing Plan
- D. _____ Defined Contribution, Section 403(b) Plan
- E. _____ Defined Contribution, Section 457 Plan
- F. _____ Cafeteria Plan, Section 125 Plan (See attached addendum).

DKY will perform purely ministerial functions for the Plan(s) and the Employer shall be considered as the named Plan Administrator and Plan Fiduciary (Trustee), and shall assume all such responsibilities.

Other than as may be specifically set forth herein, DKY makes no express or implied warranties of any kind.

EMPLOYER GENERAL RESPONSIBILITIES: Employer will secure, at Employers expense and option, professional review of any legal and tax implications concerning the administration of the Plan(s). Expenses incurred by DKY for services rendered for the Employer will be paid by Employer, i.e. lodging, travel, etc. Approval above 14 required from the Employer.

In addition:

1. The employer agrees to furnish DKY in writing with any and all information deemed necessary by DKY for the performance of administrative services associated with this Agreement and to certify to the correctness of such information. DKY shall not be responsible for its failure to perform any administrative services within the time period prescribed by any applicable laws and regulations if DKY has not received, within sixty (60) days prior to the end of such applicable period, all information necessary by DKY for the performance of such services.

2. DKY is not liable for any taxes (Federal, State, or otherwise) which may be levied against the Employer or any Plan participant or beneficiary.

3. The Employer authorizes DKY to hold and maintain any and all records and documents which DKY deems necessary for the performance of the services of this Agreement, including, but not limited to, trust accounting statements, investment descriptions, employee census information, copies of the Employers tax returns, investment contracts, plan documents, etc.

4. All invoices are payable not later than 30 days from the date of invoice. DKY retains the right to suspend any and all services if Employer fails to remit payment as designated above, and shall be due reasonable attorney's fees and collection costs in enforcing of this Agreement, if necessary.

CANCELLATION: This Agreement shall initially be for 12 months, and thereafter can be canceled by either party with 60 days written notice.

ADMINISTRATION

ADMINISTRATION AND CONSULTING SERVICES: The following are administrative services delegated to DKY:
(a) Provide Plan specification and design consulting; (b) Assist in the preparation of Plan and Trust documents using prototype plan documents from the investment company or insurer (if there is a charge for the document the Employer will be responsible for that charge); (c) Furnish sample corporate resolutions as needed; (d) Furnish IRS/DOL filings upon plan installation; (e) Prepare Summary Plan Descriptions and basic employee communication packages (printing costs to be the responsibility of the Employer); (f) Determine and maintain record of employee status, compensation and contribution information; (g) Supply the Employer and investment company or insurer with new entrant, contribution change, disbursement and forfeiture allocation information; (h) Provide, appropriately, participant benefit statements; (i) Summary Annual Reports; (l) Prepare 5500 Tax Forms and 1099-Rs ; (j) Reconcile Plan Sponsor deposits; (k) Test and monitor for participation, anti-discrimination and contribution compliance; (l) Calculate vested benefits for plan disbursements and determine forfeiture allocations; (m) Suggest alternative corrective actions, as needed, to maintain plan qualification issues; (n) Provide technical support to the Employer regarding plan qualification issues; (o) Advise regarding legislative changes, their impact on the retirement program and provide recommendations for appropriate modifications; (p) Prepare loan amortization, track loan payments and withdrawal information; (q) Assist with hardship withdrawal information.

FEES: The following fee schedule applies for the above list of administration and consulting services:

- 9 _____ Installation fee (items (a) through (e) above - does not include IRS filing fees)
- 9 _____ 1st year & ongoing administration fees (items (f) through (o) above except for (l))
- 9 _____ Per active or inactive life charge (annual)
- 9 _____ Loan setup (from the participant's account)
- 9 _____ Annual loan administration (from the participant's account)
- 9 _____ Benefit withdrawal calculations/coordination
- 9 _____ Daily professional pension enrollment fees (travel, lodging and meals extra)
- 9 _____ Plan termination fee
- 9 _____ Hourly fee for consulting not included within the scope of this Agreement
- 9 _____ Other: _____

MAINTENANCE OF INFORMATION: (a) DKY shall maintain at its principal administrative office adequate books and records of all transactions in which the administrator engages with insurers, plans, plan sponsors, insureds, and plan participants. (b) The books and records will be maintained for the term of the written Agreement to which they relate and for the five-year period following the end of the written Agreement's term. (c) DKY will maintain the books and records in accordance with prudent standards of insurance record keeping. (d) The Commissioner of the Texas Department of Insurance and his designated representative must be given access to those books and records for the purpose of examination, audit, and inspection. (e) Trade secrets, including the identity and addresses of policyholders and certificate holders, are confidential, except the commissioner may use that information in proceedings instituted against the administrator. (f) An insurer, the Plan, and Employer are entitled to continuing access to these books and records sufficient to permit the insurer, the Plan, or Employer to fulfill contractual obligations to insureds and plan participants. The right provided by this subsection is subject to any restrictions included in the written Agreement between the administrator and the insurer, the Plan, or Employer relating to proprietary rights of the parties to the books and records. (g) DKY may fulfill the requirements of this subsection on termination of the written Agreement by delivering to the Employer or Employer's designated agent, the books and records and by giving written notice to the commissioner of the location of the books and records.

PLAN ASSET MANAGEMENT: The following insurer or investment company is responsible for the investment, record keeping, and control of the Plan assets. It is agreed and understood that DKY does not exercise any discretionary authority or discretionary control respecting the management or disposition of Plan assets.

Insurer or investment company: _____

Agent of record: _____

DKY AS SUBCONTRACTOR: DKY shall be engaged as a subcontractor in the performance of pension plan administration. DKY shall not be responsible or liable to Employer or any employee of the Employer for any losses, costs, damages, or expenses arising directly or indirectly under or in connection with this Agreement or plan document(s) or plan description(s), resulting from any action, inaction or conduct of Employer or any employee of the Employer, and Employer agrees to indemnify and hold harmless DKY from and against any such liability. DKY will provide plan administration and consulting services and offer Employer advice and recommendations on the Plan(s); however, final decisions reside solely with the Employer. DKY has no authority, discretionary or otherwise, as regards the control and final administrative decisions of the Plan(s). DKY is not an attorney or CPA, and thus all matters regarding legal and tax implications of the Plan(s) should be reviewed by Employer's counsel.

If, as a result of incorrect or incomplete data furnished to DKY by the Employer or Plan Trustee(s), it becomes necessary to repeat any calculations or complete any new forms, DKY reserves the right to charge an additional fee at an hourly rate of __\$85__ to compensate DKY for the additional work.

EXCLUDED SERVICES: The Employer agrees that none of the following services are required of DKY pursuant to this Agreement and that DKY has no responsibility to inquire as to whether any of the excluded services have or have not been performed. To the extent any excluded services have been performed, the Employer and DKY agree and acknowledge that DKY has no responsibility to review the thoroughness or accuracy with which such excluded services have been performed by others.

1. The required audit of plans with 100 or more participants or if the Employer is part of a controlled group or an affiliated service group;
2. DKY does not have the legal authority to provide investment advice and cannot assume responsibility for any particular financial needs of the Plan(s). DKY shall assume no responsibility for the prudence of any investment of the Plan(s), nor for compliance with laws and regulations on prohibited transactions which may pertain to such investments;
3. DKY shall not be liable for the acts or omissions of any prior record keeper or be obligated to examine the accounts, records, acts, or omissions of any prior record keeper. Furthermore, the Plan Administrator knows that it may be possible to correct acts or omissions of the prior record keeper during a subsequent plan year. The Plan Administrator, and not DKY, is completely responsible to correct these acts or omissions;
4. If the Employer has more than one plan, administrative services, including cost calculations, and filing information shall be provided only as applicable to the Plan or Plans administered by DKY. DKY shall not assume responsibility for the top-heavy minimums, annual additions limitations or for any other limitations or restrictions when the Employer has one or more plans (including Section 125 Cafeteria Plans) for which DKY does not provide administrative services;
5. DKY is not responsible for amending any document prepared by other parties nor is it responsible for any fines, penalties or sanctions;
6. DKY is not responsible for signing or forwarding any regulatory reports or forms, including those required by the IRS, DOL and PBGC;
7. DKY is not responsible for determining the value of any assets, verifying that the assets are actually in the trust or that contributions are made to the Plan(s) within the time prescribed by law;
8. Legal, actuarial and Certified Public Accountant services. (These will be provided on a referral basis only); and
9. DKY will not be responsible for any government filings, any IRS forms or filings at the Plan or participant level, employee disclosures or required plan amendments which have due dates after the termination date of this Agreement.

